

QUINN EMANUEL URQUHART & SULLIVAN, LLP
David W. Quinto (Bar No. 106232)
davidquinto@quinnemanuel.com
Ben Everard (Bar No. 266799)
beneverard@quinnemanuel.com
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017-2543
Telephone: (213) 443-3000
Facsimile: (213) 443-3100

Attorneys for Plaintiff and Counterclaim Defendant,
VALUE HOME AUCTIONS, INC.

FOX ROTHSCHILD LLP
James E. Doroshow (Bar No. 112920)
jdoroshow@foxrothschild.com
Jeffrey S. Kravitz (Bar No. 66481)
jskravitz@foxrothschild.com
1800 Century Park East, Suite 300
Los Angeles, California 90067
Telephone: (310) 598-4150
Facsimile: (310) 556-9828

Attorneys for Defendant and Counterclaim Plaintiff,
X-WIRE TECHNOLOGIES, INC.,
and Defendants JOY VALENTINE
and ROBERT AMICO.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VALUE HOME AUCTIONS, INC.,

Plaintiff,

vs.

X-WIRE TECHNOLOGIES

Defendant.

AND RELATED COUNTERCLAIMS.

Case No. SACV 10-0153-AG-RNB

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER**

Pursuant to Fed. R. Civ. P. 26(c) and the Local Rules of this Court, and in
order to facilitate discovery and, particularly, to facilitate the exchange during

1 discovery of documents, information or other materials which may contain or
2 relate to confidential, proprietary or trade secret information of another party or of
3 a third party, Plaintiff and Counterclaim Defendant Value Home Auctions, Inc.
4 (“VHA”) and Defendant and Counterclaim Plaintiff X-Wire Technologies, Inc.
5 (“X-Wire”) and Defendants Joy Valentine (“Valentine”) and Robert Amico
6 (“Amico,” and collectively with VHA, X-Wire and Valentine, the “Parties”) have
7 agreed to this Protective Order on the terms set forth below.

8 IT IS HEREBY STIPULATED that:

9 1. This Order shall apply to all information produced during discovery or
10 submitted in proceedings in this action, including information produced as an
11 initial disclosure or for purposes of mediation or arbitration, that shall be
12 designated by the party or person producing it (the “Producing Party”) as
13 “Confidential” or “Confidential-Attorneys’ Eyes Only” (collectively, “Confidential
14 Information”). This Order shall not apply to information that, before disclosure, is
15 properly in the possession or knowledge of the party to whom such disclosure is
16 made (the “Receiving Party”), or is public knowledge, nor shall this Order apply to
17 evidence presented at court hearings or proceedings. The restrictions contained in
18 this Order shall not apply to information that is, or after disclosure becomes, public
19 knowledge other than by an act or omission of the party to whom such disclosure is
20 made, or that is legitimately acquired from a source not subject to this Order.

21 2. Good cause exists for this Court to enter the Order. In the course of
22 pre-trial discovery disclosure has been sought of technical, marketing, personnel,
23 and financial information that contains highly confidential, trade secret, or
24 proprietary information of the parties, which the parties have taken reasonable
25 steps to maintain as confidential. For example, through document requests and
26 interrogatories, the parties have already sought discovery from one another in this
27 case that requires the parties to disclose information relating to highly confidential
28 technical product and software specifications and data; confidential business

1 relationships with third parties; and detailed product cost, sales, and profitability
2 information. Such information is maintained confidentially by each of the parties,
3 and the parties believe that its disclosure beyond the limits set forth herein would
4 substantially injure the disclosing party and provide a significant competitive
5 advantage for competitors of the parties (including the receiving party), if such
6 competitors had access to the Confidential Information identified above.

7 3. If an exhibit, pleading, interrogatory answer, or admission
8 (collectively, “discovery response”), document or thing (collectively, “document or
9 thing”), or a deposition transcript, other transcript of testimony, or declaration or
10 affidavit (collectively, “testimony”) contains information considered confidential
11 by the disclosing party, such exhibit, pleading, discovery response, document or
12 thing, or testimony may be designated “Confidential” or “Confidential-Attorneys’
13 Eyes Only” by the disclosing party. This Order shall not apply to evidence
14 presented at court hearings or proceedings.

15 4. In connection with an exhibit, pleading, discovery response, document
16 or thing, testimony or other court submission, the legend “Confidential” or
17 “Confidential-Attorneys’ Eyes Only” (in such a manner as will not interfere with
18 the legibility thereof) shall be affixed before the production or service upon a
19 party.

20 5. A document may be designated “Confidential” only when it contains,
21 reflects, or otherwise discloses a trade secret or other research, development,
22 commercial, marketing, technical, business, financial, personnel, customer or other
23 information that the disclosing party has made reasonable efforts to maintain as
24 confidential and protect against disclosure to improper third parties. A document
25 may be designated “Confidential-Attorneys’ Eyes Only” only when it contains any
26 of the following highly sensitive information: financial information; cost
27 information; pricing information; sales information; customer, license, supplier,
28 and vendor information; software and firmware for a party’s products; technical

1 and development information about a party's products, including but not limited to
2 a product's dimensions or manufacturing tolerances; comparative product test
3 results; business plans; marketing strategies; new product plans and competitive
4 strategies; or any other information that would put the producing party at a
5 competitive disadvantage if the information became known to employees of the
6 receiving party or if the information became known to third parties beyond the
7 restrictions set forth herein.

8 6. All Confidential Information (i.e., "Confidential" and/or
9 "Confidential-Attorneys' Eyes Only" information) that has been obtained from a
10 party during the course of this proceeding shall be used only for the purpose of this
11 litigation (including, without limitation, appeals and proceedings to enforce
12 subpoenas issued in connection with this litigation) and not for any other business,
13 proceeding, litigation, or other purpose. Further, such information may not be
14 disclosed to anyone except as provided in this Order. Counsel for a party may give
15 advice and opinions to their client based on evaluation of information designated
16 as Confidential Information produced by the other party. For information
17 designated "Confidential-Attorneys' Eyes Only," such rendering of advice and
18 opinions shall not reveal the content of such information except by prior written
19 agreement with opposing counsel.

20 7. All documents, or any portion thereof, produced for inspection only
21 (i.e., copies have not yet been provided to the receiving party) shall be deemed
22 "Confidential-Attorneys' Eyes Only." If a copy of any such document is requested
23 after inspection, the document shall be deemed "Confidential" or "Confidential-
24 Attorneys' Eyes Only" only if labeled or marked in conformity with Paragraph 3,
25 with access and dissemination limited as set forth in Paragraphs 12-15.

26 8. Information disclosed at a deposition may be designated as
27 "Confidential" or "Confidential-Attorneys' Eyes Only" at the time of the
28 deposition, or within fourteen (14) days following receipt of the transcript, and

1 shall be subject to the provisions of this Order. Information disclosed during a
2 deposition may be designated as “Confidential” or “Confidential-Attorneys’ Eyes
3 Only” by notifying the other party, in writing, within fourteen (14) days after
4 receipt of the transcript, of the specific pages of the transcript that should also be
5 so designated. Unless otherwise agreed on the record of the deposition, all
6 transcripts shall be treated as “Confidential-Attorneys’ Eyes Only” for a period of
7 fourteen (14) days after their receipt, and the transcript shall not be disclosed by a
8 non-designating party to persons other than those persons named or approved
9 according to Paragraphs 13-15 to review documents or materials designated
10 “Confidential-Attorneys’ Eyes Only” on behalf of that nondesignating party.

11 9. In accordance with Local Rule 79-5.1, if any papers to be filed with
12 the Court contain information and/or documents that have been designated as
13 “Confidential” or “Confidential – Attorneys’ Eyes Only,” the proposed filing shall
14 be accompanied by an application to file the papers or the portion thereof
15 containing the designated information or documents (if such portion is segregable)
16 under seal; and the application shall be directed to the judge to whom the papers
17 are directed. For motions, the parties shall publicly file a redacted version of the
18 motion and supporting papers.

19 10. As used in this Protective Order, “Trial Counsel” refers exclusively to
20 attorneys of record in this action and their paralegals, agents, and support staff,
21 together with John Madden, Esq., general counsel to VHA. “Trial Counsel” may
22 refer to additional attorneys that enter their appearance in this matter for any
23 existing or additional party, or as may be ordered by the Court, or subsequently
24 may be agreed upon by the parties, such agreement not to be unreasonably
25 withheld.

26 11. Material designated as “Confidential” that has been obtained from a
27 party during the course of this proceeding may be disclosed or made available only
28 to the Court, to Trial Counsel for either party, and to the persons designated below

1 provided that such persons who are included in categories (a), (b), (e), and (i)
2 below agree in writing to be bound by the provisions of this order and to keep all
3 materials so disclosed strictly confidential and not to disclose any such material to
4 anyone not otherwise specifically authorized to review the material as provided
5 immediately below, and subject to Paragraphs 13, 14 and 15 hereof:

6 (a) a party, or an officer, director, or designated employee of a party,
7 deemed necessary by Trial Counsel to aid in the prosecution, defense, or
8 settlement of this action;

9 (b) independent experts or consultants (together with their clerical
10 staff) retained by such Trial Counsel to assist in the prosecution, defense, or
11 settlement of this action;

12 (c) court reporter(s) employed in this action;

13 (d) agents of Trial Counsel needed to perform various services such
14 as, for example, copying, drafting of exhibits, and support and management
15 services, including vendors retained by the parties, or by counsel for parties,
16 for the purpose of encoding, loading into a computer and storing and
17 maintaining for information control and retrieval purposes, transcripts of
18 depositions, hearings, trials, pleadings, exhibits marked by a party, or
19 attorneys' work product, all of which may contain material designated
20 Confidential;

21 (e) witnesses in any deposition or other proceeding of this action;

22 (f) Judges, Magistrates, law clerks and other clerical personnel of the
23 Court before which this action is pending;

24 (g) members of the jury and alternates;

25 (h) courtroom spectators at hearings and trial as may be deemed
26 appropriate by the Court; and

27 (i) any other persons as to whom the parties in writing agree.
28

1 12. Material designated as “Confidential-Attorneys’ Eyes Only” that has
2 been obtained from the producing party or parties during the course of this
3 proceeding may be disclosed or made available only to the Court, to Trial Counsel
4 for either party, and to the persons designated below provided that such persons
5 who are included in categories (a), (b), (e), and (i) below agree in writing to be
6 bound by the provisions of this order and to keep all materials so disclosed highly
7 confidential and not to disclose any such material to anyone not otherwise
8 specifically authorized to review the material as provided immediately below and
9 subject to Paragraphs 13, 14 and 15 hereof:

10 (a) independent experts or consultants (together with their clerical
11 staff) retained by such Trial Counsel to assist in the prosecution, defense, or
12 settlement of this action;

13 (b) authors and original recipients of any material bearing a
14 “Confidential-Attorneys’ Eyes Only” legend;

15 (c) court reporter(s) employed in this action;

16 (d) agents of Trial Counsel needed to perform various services such
17 as, for example, copying, drafting of exhibits, and support and management
18 services, including vendors retained by the parties, or by counsel for parties,
19 for the purpose of encoding, loading into a computer and storing and
20 maintaining for information control and retrieval purposes, transcripts of
21 depositions, hearings, trials, pleadings, exhibits marked by a party, or
22 attorneys' work product, all of which may contain material designated
23 Confidential-Attorney Eyes Only;

24 (e) witnesses in any deposition or other proceeding in this action who
25 are the author or recipient of the “Confidential-Attorney Eyes Only”
26 material, or who, based on evidence, have seen the material in the past;

27 (f) Judges, Magistrates, law clerks and other clerical personnel of the
28 Court before which this action is pending;

1 (g) members of the jury and alternates;

2 (h) court room spectators at hearings and trial as may be deemed
3 appropriate by the Court; and

4 (i) any other persons as to whom the parties in writing agree.

5 13. Any officer, director, or designated employee of a party under
6 Paragraph 11(a) and all individuals identified under Paragraphs 11(b), (e) and (i)
7 and Paragraphs 12(a), (b), (e) and (i) having access to Confidential Information
8 shall be given a copy of this order before being shown such Confidential
9 Information, and its provisions shall be explained to them by an attorney. Each
10 such person, before having access to the Confidential Information, shall agree not
11 to disclose to anyone any Confidential Information not exempted by this order and
12 not to make use of any such Confidential Information other than solely for purpose
13 of this litigation, and shall acknowledge in writing by signing a document in the
14 form of Exhibit A attached hereto, that he or she is fully conversant with the terms
15 of this Order and agrees to comply with it and be bound by it. Witnesses being
16 shown Confidential Information at a deposition shall not be allowed to retain
17 copies of the Confidential Information. However, a witness who was shown
18 Confidential Information during a deposition may review the Confidential
19 Information while reviewing his or her transcript, provided that any Confidential
20 Information is not retained by the witness after he or she has completed his or her
21 review of the transcript for accuracy.

22 14. For the purpose of this Protective Order an independent expert or
23 consultant shall be defined as a person, who has not been and is not an employee of
24 a party or scheduled to become an employee in the future, and who is retained or
25 employed as a consultant or expert for purposes of this litigation, either full or part-
26 time, by or at the direction of counsel of a party.

27 15. No expert shall receive Confidential Information unless and until:
28

1 (i) any such expert, consultant and/or consulting firm has signed an
2 undertaking in the form of the attached Exhibit A;

3 (ii) a copy of the signed undertaking, a curriculum vitae of the
4 proposed consultant, an identification of any past or present employment or
5 consulting relationship with any party or any related company, and a
6 description of each employment or consulting engagement during the past
7 five years is served on all counsel of record at least ten (10) court days
8 before the confidential discovery material is shown to such consultant; and

9 (iii) no party objects in writing to such disclosure within those at least
10 ten (10) days.

11 If any such objection is made, it must be in writing and for good cause, and
12 must state the reasons for such objection; thereafter, no disclosure of confidential
13 discovery material shall be made to that consultant as to material produced by the
14 objecting party until the matter is resolved by the Court or upon agreement of the
15 parties. If the objection is not resolved by the parties, the objecting party has 15
16 court days from the time the materials referenced in (ii) are served to raise its
17 objections to the Court. If an objection is made and the objecting party fails to
18 bring the objections before the Court within the previously described fifteen (15)
19 court days, the receiving party may show the objecting party's confidential
20 information to its consultant, and the objecting party will be deemed to have
21 waived its objections.

22 16. Any Confidential Information may be used in the course of any
23 deposition taken of the party producing such Confidential Information or its
24 employees without consent, or otherwise used in any deposition with the consent
25 of the party producing such Confidential Information, subject to the condition that
26 when such Confidential Information is so used, the party who made the designation
27 may notify the reporter that the portion of the deposition in any way pertaining to
28 such Confidential Information or any portion of the deposition relevant thereto is

1 being taken pursuant to this Order. Further, whenever any Confidential
2 Information is to be discussed or disclosed in a deposition, any party claiming such
3 confidentiality may exclude from the room any person not entitled to receive such
4 confidential information pursuant to the terms of this Order.

5 17. In the event that a party seeks discovery from a non-party to this
6 action, the non-party may invoke the terms of this Order with respect to any
7 Confidential Information provided to the parties by the non-party by so advising all
8 parties in this suit in writing. Any non-party that discloses Confidential
9 Information under this Order shall be entitled to the rights of a party under this
10 Protective Order with respect to those produced materials. To protect its own
11 Confidential Information, a party may ask a non-party to execute a document in the
12 form of Exhibit A.

13 18. If any Confidential Information that has been obtained from a party
14 during the course of this proceeding is sought in a separate proceeding by a request
15 for production of documents, interrogatory, or any other form of discovery request
16 or compulsory process other than a lawful subpoena, including any form of
17 discovery request or compulsory process of any court, administrative or legislative
18 body or any other person or tribunal purporting to have authority to seek such
19 information by compulsory process or discovery request, including private parties,
20 then the party or Trial Counsel to whom the process or request is directed (“the
21 receiving party”) shall:

22 (i) by the third business day after receipt thereof, or the earliest
23 practicable date thereafter, give written notice by hand or facsimile or email
24 of such process or request, together with a copy thereof, to counsel for the
25 party from which the Confidential Information was obtained (“the producing
26 party”); and

27 (ii) object to the process or request, if requested to do so by the
28 producing party.

1 The producing party shall indemnify the receiving party for all expenses,
2 including attorneys' fees, reasonably incurred in resisting production.

3 19. A receiving party who objects to the designation of any discovery
4 response, document, or thing or testimony as "Confidential" or "Confidential-
5 Attorneys' Eyes Only" shall state the objection by letter to counsel for the
6 producing party. The parties shall make a good faith effort to avoid the Court's
7 involvement to resolve such disputes. If the objection is not resolved within ten
8 (10) days of the receipt of such objection, the receiving party may move the Court
9 to determine whether the discovery response, document, or thing or testimony at
10 issue qualifies for treatment as "Confidential" or "Confidential-Attorneys' Eyes
11 Only." If the receiving party files such a motion, the discovery response,
12 document, or thing or testimony at issue will continue to be entitled to the
13 protections accorded by this Stipulated Protective Order until and unless the Court
14 rules otherwise. If the receiving party files such a motion, the producing party
15 shall bear the burden of establishing that the discovery response, document, or
16 thing or testimony at issue qualifies for treatment as "Confidential" or
17 "Confidential-Attorneys' Eyes Only." Any motion challenging a designation shall
18 be in strict compliance with Local Rules 37-1 and 37-2 (including the Joint
19 Stipulation requirement). Nothing herein shall operate as an admission by any
20 party that any particular discovery response, document, or thing or testimony
21 contains "Confidential" or "Confidential-Attorneys' Eyes Only" Information for
22 purposes of determining the merits of the claims in this litigation. A party shall not
23 be obligated to challenge the propriety of the designation of any discovery
24 response, document, or thing or testimony at the time such designation is made;
25 failure to do so shall not preclude a subsequent challenge. Further, a party's failure
26 to challenge a designation during pretrial discovery shall not preclude a subsequent
27 challenge of such designation at trial or in connection with the submission of any
28 discovery response, document, or thing or testimony to the Court for any purpose.

20. Notwithstanding anything contrary herein, if a party through inadvertence or mistake produces discovery of any Confidential Information without marking it with the legend “Confidential” or “Confidential-Attorneys’ Eyes Only,” or by designating it with an incorrect level of confidentiality, the producing party may give written notice to the receiving party that the exhibit, pleading, discovery response, document or thing, or testimony contains Confidential Information and should be treated as such in accordance with the provisions of this Protective Order. Upon receipt of such notice, and upon receipt of properly marked materials, the receiving party shall return said unmarked or improperly marked materials and not retain copies thereof, and must treat such exhibits, pleadings, discovery responses, documents or things, or testimony as Confidential Information and shall cooperate in restoring the confidentiality of such Confidential Information. The inadvertent or unintentional disclosure by a party of Confidential Information, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party’s claim of confidentiality either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter, provided that the non-producing party is notified and properly marked documents are supplied as provided herein. The receiving party shall not be responsible for the disclosure or other distribution of belatedly designated Confidential Information that may occur before the receipt of such notification of a claim of confidentiality and such disclosure or distribution shall not be deemed to be a violation of this Protective Order, yet the receiving party must take reasonable steps to retrieve the Confidential Information.

21. Documents and things produced or made available for inspection may be subject to redaction, in good faith by the producing party, of sensitive material that is neither relevant to the subject of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, or is subject to the attorney-client

1 privilege or to work-product immunity. Each such redaction, regardless of size,
2 will be clearly labeled. This paragraph shall not be construed as a waiver of any
3 party's right to seek disclosure of redacted information.

4 22. If information subject to a claim of attorney-client privilege or work-
5 product immunity is inadvertently produced, such production shall in no way
6 prejudice or otherwise constitute a waiver of, or estoppel as to, any such claim. If
7 a party has inadvertently produced information subject to a claim of immunity or
8 privilege, upon request, such information shall be returned promptly and, if a
9 document, all copies of that document shall be destroyed. The party returning such
10 information may move the Court for an Order compelling production of such
11 information but the motion shall not assert as a ground for production the fact that
12 the information was inadvertently produced.

13 23. Any privileged communication that occurs solely between all or some
14 of the following individuals does not need to be logged by the party on its privilege
15 log:

16 (a) the party;

17 (b) its Trial Counsel as provided in Paragraph 11 of this Order; and

18 (c) experts and consultants retained by the party or its counsel
19 specifically for the present litigation.

20 The omission of any such communication from a party's privilege log will not
21 constitute a waiver of any privilege. The parties, however, reserve their right to
22 seek a log of any such communication if a party later reasonably believes that such
23 information would be probative.

24 24. It is not the intention of this Protective Order to address fully
25 discovery objections to produce, answer, or respond on the grounds of attorney-
26 client privilege or work product, nor to preclude either party from seeking further
27 relief or protective orders from the Court as may be appropriate under the Federal
28 Rules of Civil Procedure.

1 25. Neither the taking or the failure to take any action to enforce the
2 provisions of this Order, nor the failure to object to any designation or any such
3 action or omission, shall constitute a waiver of any signatory's right to seek and
4 obtain protection or relief, with respect to any claim or defense in this action or any
5 other action including, but not limited to, the claim or defense that any information
6 is or is not proprietary to any party, is or is not entitled to particular protection or
7 that such information embodies trade secret or other confidential information of
8 any party. The procedures set forth herein shall not affect the rights of the parties
9 to object to discovery on grounds other than those related to trade secrets or other
10 confidential information claims, nor shall it relieve a party of the necessity of
11 proper responses to discovery requests.

12 26. This Order shall not abrogate or diminish any contractual, statutory, or
13 other legal obligation or right of any party to this Order, as to any third party, with
14 respect to any Confidential Information. The fact that Information is designated
15 "Confidential" or "Confidential-Attorneys' Eyes Only" under this Order shall not
16 be deemed to be determinative of what a trier of fact may determine to be
17 confidential or proprietary. This Order shall be without prejudice to the right of
18 any party to bring before the Court the question of:

19 (a) whether any particular information is or is not Confidential
20 Information;

21 (b) whether any particular information is or is not entitled to a
22 greater or lesser degree of protection than provided hereunder; or

23 (c) whether any particular information is or is not relevant to
24 any issue in this case; provided that in doing so the party complies
25 with the foregoing procedures.

26 27. Within thirty (30) days following the conclusion of this litigation,
27 including the exhaustion of all appeals, all information designated as Confidential
28 Information, except such documents or information which incorporate or are

1 incorporated into attorney work product (a single copy of which may be retained in
2 counsel's file), shall, upon request, be returned to the producing party, or disposed
3 of pursuant to the instructions of the producing party.

4 28. The restrictions provided for above shall not terminate upon the
5 conclusion of this lawsuit, but shall continue until further order of this Court.

6 This Stipulated Protective Order is without prejudice to the right of a party
7 hereto to seek relief from the Court, upon good cause shown, from any of the
8 provisions or restrictions provided herein, including seeking modifications to the
9 Protective Order that may broaden or restrict the rights of access to and use of the
10 protected materials.

11 IT IS SO STIPULATED:

12 Respectfully submitted,

13 Dated: June __, 2010

14 QUINN EMANUEL URQUHART &
15 SULLIVAN, LLP

16 By: _____

17 David W. Quinto
18 Attorneys for Plaintiff and Counterclaim
19 Defendant, Value Home Auctions, Inc.

20 Dated: June 28, 2010

21 FOX ROTHSCHILD LLP

22 By: _____

23 
24 James E. Doroshow
25 Jeffrey S. Kravitz
26 Attorneys for Defendant and Counterclaim
27 Plaintiff, X-Wire Technologies, Inc., and
28 Defendants Joy Valentine and Robert Amico

24 IT IS SO ORDERED.

25 Dated: July 1, 2010

26 BY THE COURT:


27 
28 _____
Hon. Robert N. Block
U.S. Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND NONDISCLOSURE AGREEMENT**

I hereby certify (i) my understanding that Confidential Information including materials designated as “Confidential” or “Confidential-Attorneys’ Eyes Only” are being provided to me pursuant to the terms and restrictions of the Protective Order (the “Order”) entered by the United States District Court for the Central District of California (the “District Court”) in this civil action (*Value Home Auctions, Inc. v. X-Wire Technologies, Inc., et al.*, No. CV 10-0153-AG (RNBx)), and (ii) that I have read and understand the Order. I covenant that any “Confidential” or “Confidential-Attorneys’ Eyes Only” information or materials shall be used by me solely for the purpose of this action and not for any competitive purpose, and I will not disclose such information to any other persons except as permitted by the Order. I understand the terms of the Order, I agree to be fully bound by the Order, and I hereby submit to the jurisdiction of this District Court for purposes of enforcement of the Order. I understand that violation of the Order may be punishable by contempt of Court.

Dated: _____

Signature: _____

Name: _____

Address: _____